## REMARKS

Claims 1, 3-6, 9-11, 17, 18, 24-26, and 56 are currently pending in the present application, with all of the claims being amended. Reconsideration and reexamination of the claims are respectfully requested.

The Examiner rejected Claim 1 under 35 U.S.C. 101 as being directed to a non-statutory subject matter. Applicants have amended Claim 1 to recite a process tied to an apparatus, and respectfully submit that Claim 1 as amended is directed to patentable subject matter.

The Examiner rejected Claim 1 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description environment. Although Applicant does not agree that media product (e.g., video) is not supported by the specification Applicants have broadened the claim to recite a more generic term that is inclusive of any kind of product or service, and is fully supported by the specification.

The Examiner rejected Claims 1, 3, 5, 6, 9-11, 17, 18, 24-26, and 56 under 35 U.S.C. 103(a) as being unpatentable by Kaplan (U.S. Patent No. 5,963,916) in view of article titled "Stores Lure Credit-Wary Consumers Retailers Employ Range of Incentives to Draw Applicants," by Richard Foster (hereinafter Foster) and further in view of David et al. (U.S. Patent No. 6,269,361). This rejection is respectfully traversed with respect to the amended claims.

The present invention as claimed is directed to a computer-implemented process for providing incentives to consumers who wish to otherwise purchase or acquire a product or service. In accordance with a preferred embodiment, a consumer may receive an incentive associated with the purchase or acquisition of the product or service on the precondition that the

consumer first receives a sponsor message, which according to the claimed invention is pre-associated with the for-sale products or services (*e.g.*, an advertisement message for auto insurance may be associated with a news article about new cars being introduced), and that the sponsor message includes an advertisement provided by the sponsor for advertising an unrelated product or service (i.e., product or service other than the product or service which the consumer seeks to acquire).

As previously communicated, the present invention offers the advantage of allowing a consumer to acquire a product or a service by having a sponsor effectively helping to carry some or all of the cost associated with the acquisition of the product or service. This also benefits the sponsor of the sponsor message since, by associating the sponsor messages with the products and services, the sponsor messages may be selectively distributed to consumers on a more intelligent basis, as opposed to unintelligent mass distribution of advertisement.

As previously submitted, and conceded by the Examiner (at page 5 of the Detailed Action), neither Kaplan or Davis contains any disclosure or suggestion of offering to a consumer an incentive related to the purchase of a product or a service *on the precondition* that the consumer first agrees to receive or interact with an advertisement *that was pre-associated with the product or service being acquired and includes an advertisement unrelated to the product or service being acquired*, and that, upon receiving an acceptance of such an offer, presenting to the consumer the sponsored message, followed by providing the offered incentive to the consumer.

The Examiner cites an additional reference, Foster, to make up for this deficiency. For the below reasons, Applicant respectfully traverses this rejection and submits that Foster fails to make up for the deficiencies of Kaplan and Davies in several respect, especially with respect to

the claims as amended. Applicant further submits that Foster is simply not combinable with either Kaplan or Davis, and even harder to combine with both Kaplan and Davis.

As the Examiner indicated, Foster discloses a now-popular incentive program that offers consumer discount on purposes in exchange for a consumer signing up for, and is approved, for a credit card. The Examiner appears to suggest that, by substituting the credit-card incentive program in Foster in place of the music preview selection. Hence, according to the Examiner, the obvious hypothetical combination of Foster, Kaplan, and Davis would result in offering, via a communications network to the consumer communication device, the credit-card incentive program (instead of music preview selections) to would-be purchasers of music in Kaplan, after confirming that the sponsor of the credit-card incentive program still have credits left with the advertiser account (as taught in Davis). Applicant submits that this hypothetical combination, even if made, fails to disclose the present invention as recited in Claim 1 as amended.

First, the credit-card incentive program disclosed in Foster is not pre-associated to any for-sale product or service. In fact, the credit-card incentive program is offered indiscriminate with respect to the product or service towards which the discount may be applied. There is no pre-association of the incentive to any product or service, as recited in the claim. Moreover, nowhere in Foster is there a suggestion that the credit-card incentive program is offered only after verifying that the total number of times which the credit-card incentive program has been previously *presented* is less than a number of predetermined transaction cycles contracted by the sponsor (presumably the credit card company) of the sponsor message. As previously communicated, pre-associating a particular sponsor message to a particular product or service

adds significant value by ways of targeting the appropriate marketing message to the appropriate target consumer base.

Furthermore, Foster does not teach or suggest that incentives are offered on the precondition that a consumer views or interacts with a sponsor message, as specifically recited in Claim 1. Indeed, in Foster, incentive is not offered if a consumer simply reads a brochure or an advertisement message about the credit-card incentive program. Rather, the incentive is offered to consumers who apply for, and is approved for, a credit card which the consumer then uses to make the purchases. Whether incentive is offered is not preconditioned in any way upon whether the consumer viewed or interacted with the advertisement message for the credit-card incentive program. Applicant submits that the differences between the present invention as claimed and the credit-card incentive program are significant.

In view of the above, Applicant submits that, even if combined, Kaplan, Foster, and Davies do not disclose the present invention as claimed.

Additionally and just as importantly, Applicant traverses the Examiner's combination of Foster with Kaplan and Davies. For instance, Applicant disagrees with the Examiner's suggestion that it would be obvious to substitute the credit-card incentive program of Foster in place of the music-preview selection of Kaplan. First, Applicant notes that the music-preview selections in Kaplan serve the purposes of assisting a user in the selection of music pieces to be purchased. Substituting in its place a credit-card incentive program would completely defeat the purpose of Kaplan's invention in that the credit-card incentive program cannot, in any way, assist a user in the selection. Furthermore, it would not have been obvious, nor would it add much utility, to keep track of how many times the credit-card incentive program has been presented to

a consumer and, if a predetermined number has been reached, stop offering the incentive program. The Examiner seems to suggest that the teachings of Davies and Foster would make such a combination obvious; however, Applicant first notes that Davies is not directed to keeping track of how many time a sponsor message has been presented, but rather how much financial credits remain for a particular advertiser. Even assuming, *arguendo*, that Davies teaches tracking the number of times a message has been displayed and compare that with a predetermined number of cycles contracted, Applicant submits that Davies and Foster are simply not combinable. In sum, Applicant submit that Foster is not combinable with either Kaplan or Davies, and hence for these reasons it would not have been obvious to combine the three references at the time the present application was filed. Applicant therefore traverses the Examiner's combination of the references.

For these reasons, Applicant submits that Claim 1, and therefore all claims dependent upon Claim 1, are not obvious in view of Kaplan, Foster, and Davies, either individually or a combination thereof.

In view of the above, Applicant respectfully submits that each of the presently pending claims in this application is believed to be in condition for allowance. Accordingly, the Examiner is respectfully requested to withdraw the outstanding rejection of the claims and to pass this application to issue. If it is determined that a telephone conference would expedite the prosecution of this application, the Examiner is invited to telephone the undersigned at the number given below.

In the event the U.S. Patent and Trademark office determines that an extension and/or other relief is required, applicant petitions for any required relief including extensions of time

and authorizes the Commissioner to charge the cost of such petitions and/or other fees due in connection with the filing of this document to Deposit Account No. 03-1952 referencing docket no.513612000200. However, the Commissioner is not authorized to charge the cost of the issue fee to the Deposit Account.

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Respectfully submitted,

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